

CONTRACT PERIOD THROUGH OCTOBER 31, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FOODS: PERISHABLE, FRESH FRUITS AND VEGETABLES AKA FRESH FRUITS AND VEGETABLES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **OCTOBER 20, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/cl
Attach

Copy to: Clerk of the Board
Bob Garland, MCSO Food Service
Sharon Tohtsoni , Materials Management

(Please remove Serial 94271-X from your contract notebooks)

FRESH FRUITS & VEGETABLES

1.0 INTENT:

The intent of this Call for Bids is to establish a multiple award requirements contract with vendors of record that will allow purchase of fresh fruits & vegetables. There are no specific items to price at this time, we are soliciting vendors that will without exception agree to the terms and conditions listed in this call for bids. If the terms and conditions are agreed to you will be awarded a contract that will allow MCSO Food Service to purchase on an as needed basis items that are listed in the pricing detail submitted each month. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

Pricing sheets are to be returned by the last business day of the month proceeding the start of the current business month. They are to be sent to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked, "**SERIAL 99115-X, INVITATION FOR BIDS FOR FRESH FRUITS & VEGETABLES**"

Vendors should retain attached copy of specifications for their reference, as no additional copies will be sent except when there is a change in specifications.

It will be the vendor's responsibility to reproduce pricing sheets and return per above schedule. Pricing sheets received not legible, or incomplete, will be rejected.

Vendor Name in Full: _____

Vendor Address in Full: _____

Signature: _____

Telephone: _____

ITEM DESCRIPTION	VENDOR PROPOSAL
	<u>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</u>

2.1 GENERAL SPECIFICATIONS:

- | | | |
|-------|--|-------|
| 2.1.1 | Packaging shall be free of odors, clean, sanitary and suited to the item labels as to weight and content are required on all items. | _____ |
| 2.1.2 | Orders will be called as needed by MCSO Food Service and Date of deliveries will be scheduled at that time. Any exception shall have approval of MCSO Food Service. | _____ |
| 2.1.3 | Deliveries are to be made between the hours of 6 A.M. to 9 A.M., Monday through Friday at the MCSO Food Service. | _____ |
| 2.1.4 | Products delivered by the vendor which, after testing, are found not to meet the minimum specifications will be rejected by the County; and if used by the County before the results are known <u>will not be paid for</u> . | _____ |

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2.1.5	During normal business hours, authorized representatives from Maricopa County Materials Management and MCSO Food Services may inspect bidder's premises and equipment to verify capability of contract performance.		
2.1.6	Prior to awarding contracts, samples may be requested by the County Materials Management Department for testing and approval.		
2.2	<u>FRUIT SPECIFICATIONS</u>		
	<u>ITEM</u>	<u>GRADE</u>	<u>DESCRIPTION</u>
2.2.1	Apples	U.S. #1	Color from dark red to light red, firmness hard, fresh in loose appearance 100 ct. per carton.
2.2.2	Bananas	U.S. #1	80 - 90 ct. Plump, high yellow in color, free from splits and scars 80/90 ct. per 40 lb. Ctn.
2.2.3	Oranges	U.S. #1	Medium size, firm even color. 150ct. per carton.
2.2.4	Pears	U.S. #1	Green in color, firm free from bruises and splits, not over ripe. 70/80 ct. per carton.
2.3	<u>VEGETABLE SPECIFICATIONS</u>		
	<u>ITEM</u>	<u>GRADE</u>	<u>DESCRIPTION</u>
2.3.1	White Cabbage	U.S. #1	Firm heads, heavy for size, no yellow leaves or deep scars. 24 ct. ctn/40 lb.
2.3.2	Red Cabbage	U.S. #1	Firm heads heavy for size, no yellow leaves or deep scars. 24 ct ctn/40 lb.
2.3.3	Carrots, topped	U.S. #1	Fresh in appearance, firm, well shaped, good in color, wilted or soft not acceptable. 25lb. bag.
2.3.4	Celery	U.S. #1	Crisp stocks, good in color fresh in appearance. 24ct./ctn. 60 lb.

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2.3.5	Lettuce	U.S. #1	Firm heads, fresh, crisp, no wilting or decay to outer leaves. Iceberg 24 ct./ctn. 44-50 lb.		
2.3.6	Onions	U.S. #1	Must not be sprouting, wet or show signs of decay. Grand O or X is acceptable. 50 lb. bag.		
2.3.7	Tomatoes	U.S. #1	Tomato uniform in size and color, firm 6x7-3 layer.		
2.3.8	Bell Pepper	U.S. #1	Firm, well shaped slick flesh, fresh and shining in appearance. Minimum 2-1/2" ctn./28-30 lb.		
2.3.9	Pinto Beans	Grade A	50# Bag		
2.3.10	Cucumbers	US #1	Firm, well shaped, fresh and shining in appearance.		

3.0 SPECIAL TERMS & CONDITONS:

3.1 VENDOR'S PROPOSAL COLUMN:

Bidders are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in their bid being rejected. Bidder should state either "can comply" or "can't comply".

3.2 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

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		<u>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</u>
3.3	DELIVERY:	
	Delivery is required F.O.B. Destination, freight pre-paid within <u>five</u> (5) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.	<hr/>
3.4	EXPEDITED DELIVERY:	
	In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.	<hr/>
	The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.	<hr/>
	Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.	<hr/>
3.5	SHIPPING:	
	Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.	<hr/>
3.6	STOCK:	
	The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.	<hr/>
3.7	SHIPPING DOCUMENTS:	
	A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.	<hr/>

ITEM DESCRIPTION	VENDOR PROPOSAL	VENDOR TO STATE "COMPLY" OR "NOT COMPLY"
3.8 SAMPLES:	<p>Bidders may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within <u>five</u> (5) working days from date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the Invitation for Bids.</p>	
3.9 WAREHOUSE/DISTRIBUTION CENTER:	<p>Contractors shall have ownership of a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.</p>	
3.10 ORDERING AUTHORITY:	<p>Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). CAPA purchases are limited to values of less than \$1,000.00. <u>No other request is valid.</u></p>	
3.11 USAGE REPORT:	<p>The Contractor shall furnish the County a monthly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.</p>	
3.12 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:	<p>It is the intent of Maricopa County to utilize both the Internet and the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.</p>	
3.13 INTERNET ORDERING CAPABILITY:	<p>It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.</p>	

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	<u>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</u>
4.0 <u>CONTRACT TERMS AND CONDITIONS:</u>	
4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:	
Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.	
It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.	
4.2 CONTRACT LENGTH:	
This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a <u>five</u> (5) year period.	
4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:	
Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.	
4.4 TERMINATION FOR DEFAULT:	
If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.	
4.5 TERMINATION BY THE COUNTY:	
If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.	

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4.6 APPROPRIATION CONTINGENCY:	<p>The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.</p>	
4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:	<p>The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.</p> <p>The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.</p>	
4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:	<p>Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.</p>	

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4.9 INDEMNIFICATION:	<p>To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of Subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.</p>	
4.10 OFFSET FOR DAMAGES:	<p>In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.</p>	
4.11 ADDITIONS/DELETIONS OF SERVICE:	<p>The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.</p>	
4.12 ASSIGNMENT OR SUBCONTRACTING:	<p>The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.</p>	
4.13 AMENDMENTS:	<p>All amendments to this Contract must be in writing and signed by both parties.</p>	

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4.14 CONFORMATION WITH THE LAW:	<p>This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.</p>	
4.15 CONTRACT COMPLIANCE MONITORING:	<p>The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.</p>	
4.16 RETENTION OF RECORDS:	<p>The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.</p>	
4.17 ADEQUACY OF RECORDS:	<p>If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.</p>	
4.18 AUDIT DISALLOWANCES:	<p>If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.</p>	

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4.19 P.O. CANCELLATION LANGUAGE:	
	<p>The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.</p>
	<p>Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.</p>
4.20 SEVERABILITY:	
	<p>Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.</p>
4.21 CONTRACTOR RESPONSIBILITY:	
	<p>The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.</p>
4.22 GUARANTEE:	
	<p>The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.</p>
4.23 DELIVERY:	
	<p>It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.</p>

ITEM DESCRIPTION	VENDOR PROPOSAL	VENDOR TO STATE "COMPLY" OR "NOT COMPLY"
4.24 PRICE REDUCTIONS:	<p>By submitting a bid or proposal in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:</p>	<p>4.24.1 Cancel the Contract, if it is currently in effect.</p> <p>4.24.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.</p> <p>4.24.3 Take the necessary steps to collect any performance surety provided on the applicable contract.</p>
4.25 RIGHTS IN DATA:	<p>The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.</p>	
4.26 SECURITY AND PRIVACY:	<p>The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.</p> <p>The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.</p>	
4.27 PROCUREMENT CARD CAPABILITY:	<p>It is the intent of Maricopa County to utilize the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.</p>	

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5.0 ADMINISTRATIVE INFORMATION:		
5.1 INCORPORATION OF BID INTO THE CONTRACT:		
The contents of this Invitation for Bids and the successful Bidder's pricing are to be incorporated into the Contract.		
5.2 PROCUREMENT AUTHORITY:		
The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.		
5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:		
If any Bidder believes that any aspect of this Invitation for Bids is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.		
5.4 CHANGE ORDERS:		
Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation for Bid.		
5.5 PROVISIONS OF BID DOCUMENTS:		
All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.		
5.6 AMPLIFYING DATA:		
Should any Bidder wish to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).		
5.7 CONTRACTOR LICENSE REQUIREMENT:		
The Bidder shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.		

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5.8 SUBMISSION PRICE CLARITY:	
<p>For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the Bidder.</p>	
5.9 SALES/USE TAX:	
<p>Bidders shall not include sales/use tax in their bid price. The percentage of sales/use tax applicable to this Contract will be listed on the purchase order and allowed at time of payment.</p>	
5.10 EMPLOYEE RESPONSIBILITY:	
<p>No responsibility will attach to a county employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.</p>	
5.11 INCURRING COSTS:	
<p>Maricopa County is not responsible for any costs incurred in preparing this Bid, including the acquisition of supplies and/or personnel.</p>	
5.12 PUBLIC RECORD:	
<p>All information submitted relating to this Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-406.</p>	
5.13 D/M/WBE PARTICIPATION:	
<p>Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.</p>	
5.14 EVALUATION CRITERIA:	
<p>The evaluation of this Invitation for Bids will be based on the following:</p>	
5.14.1 Compliance with bid requirements	
5.14.2 Price	
5.14.3 Determination of responsibility	

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5.15 GENERAL EVALUATION:	<p>The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the Bidder, or identified in his bid, as well as other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the material or equipment conforming to the bid specifications, to waive any informalities in the bid or may reject all bids.</p>	<hr/>
5.16 AWARD:	<p>This is a multiple award price agreement. Award will be made to responsible/ responsive vendors meeting specifications. Additional vendors may be added to this contract subject to approval by the Maricopa County Board of Supervisors.</p>	<hr/>
5.17 POST-AWARD MEETING:	<p>The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of this Contract.</p>	<hr/>
5.18 CONTRACT ADMINISTRATION:	<p>To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This Contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.</p> <p>The Bidders should know in the solicitation process that the successful Bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Contractor/user relationship will exist when within compliance and the contract administration process should be transparent.</p>	<hr/>
5.19 NON-DISCRIMINATION:	<p>The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.</p>	<hr/>

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5.20	COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:	Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.
5.21	COVENANT AGAINST CONTINGENT FEES:	The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
5.22	NON-COLLUSION:	The Bidder expressly warrants and certifies that neither the Bidder nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Invitation for Bids.
5.23	FINANCIAL STATUS:	All Bidders shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a Bidder non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.
		If a Bidder is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Bidder or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Bidder should be declared non-responsive and/or non-responsive, and suspension or debarment of the Bidder, as those terms are defined in the Maricopa County Procurement Code.

ITEM DESCRIPTION	VENDOR PROPOSAL	<u>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</u>
	<p>By submitting a bid/proposal/quote in response to this Invitation for Bids, the Bidder agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Bidder or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Bidder will meet its obligations to the County.</p>	
5.24	<p>PROMPT PAYMENT DISCOUNT:</p> <p>Maricopa County, through its "Continuous Improvement Initiatives" has identified Contractor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.</p>	
5.25	<p>REGISTRATION:</p> <p>Bidders are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.</p>	
5.26	<p>INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):</p> <p>Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the contract vendors, to purchase their requirements under the terms and conditions of the County contract. Please indicate on the pricing page of this Contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.</p>	
5.27	<p>BIDDER REVIEW OF DOCUMENTS:</p> <p>Bidder shall review their bid submission to assure the following documents are properly completed.</p> <p>5.27.1 One (1) original of all submissions is MANDATORY</p> <p>5.27.2 Vendor proposal column/section, MANDATORY</p> <p>5.27.3 Year 2000 Contract Compliance statement, MANDATORY</p> <p>5.27.4 Agreement page, MANDATORY</p>	

ITEM DESCRIPTION	VENDOR PROPOSAL	<u>VENDOR TO STATE "COMPLY" OR "NOT COMPLY"</u>
5.28 INQUIRIES:	<p>All inquiries concerning information contained herein shall be directed to:</p> <p>Procurement Officer: Jim Higgins Andrea Stupka Department Of Materials Management Telephone: (602) 506-3314 506-3504</p> <p>Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.</p>	

AS/cl

cc: MCSO Food Service

ARIZONA PRODUCE COMPANY, 3191 N. WASHINGTON, #7, CHANDLER, AZ 85225

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO 1 %

REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

SPECIAL SHIPPING/HANDLING:

 TO DAYS: ADD %, OR SAME DAY SERVICE ADD \$1.00/CASE

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION UNIT PRICE

1.0 FRUIT

1.1 Apples \$ /carton

1.2 Bananas \$ /carton

1.3 Oranges \$ /carton

1.4 Pears \$ /carton

2.0 VEGETABLES

2.1 White Cabbage \$ /carton

2.2 Red Cabbage \$ /carton

2.3 Carrots, topped \$ /bag

2.4 Celery \$ /carton

2.5 Lettuce \$ /carton

2.6 Onions \$ /bag

2.7 Tomatoes \$ /layer

2.8 Bell Peppers \$ /carton

2.9 Pinto Beans \$ /bag

~~2.10 Cucumbers~~ \$ /carton

ARIZONA PRODUCE COMPANY, 3191 N. WASHINGTON, #7, CHANDLER, AZ 85225

Terms: _____ Net 21 Days

Vendor Number: _____ 860798342

Federal Tax ID Number: _____ 86-0798342

Telephone Number: _____ (480) 812-0707

Fax Number: _____ (480) 539-7167

Contact Person: _____ John Bonfield, Owner, E-mail: johnbonf@aol.com

Contract Period: _____ To cover the period ending October 31, 2000 ~~2004~~.

GRAND AVE. PRODUCE CO., INC., 3143 W. LEWIS, PHOENIX, AZ 85001

NIGP CODE: 390 28, 84

P.O. ADDRESS: P.O. BOX 1892, PHOENIX, AZ 85001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO 1 %

REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

SPECIAL SHIPPING/HANDLING:

- - TO - - DAYS: ADD - - %, OR - -

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

UNIT PRICE

1.0 FRUIT

1.1 Apples \$ /carton

1.2 Bananas \$ /carton

1.3 Oranges \$ /carton

1.4 Pears \$ /carton

2.0 VEGETABLES

2.1 White Cabbage \$ /carton

2.2 Red Cabbage \$ /carton

2.3 Carrots, topped \$ /bag

2.4 Celery \$ /carton

2.5 Lettuce \$ /carton

2.6 Onions \$ /bag

2.7 Tomatoes \$ /layer

2.8 Bell Peppers \$ /carton

2.9 Pinto Beans \$ /bag

2.10 Cucumbers

\$_____/carton

GRAND AVE. PRODUCE CO., INC., 3143 W. LEWIS, PHOENIX, AZ 85001

Terms: 1% 10 Days, or Net 30

Vendor Number: 860255637

Federal Tax ID Number: 86-0255637

Telephone Number: (602) 254-8643

Fax Number: (602) 269-0881

Contact Person: John New

Contract Period: To cover the period ending October 31, ~~2000~~ **2004**.

PEDDLERS SON PRODUCE, 214 S. 14TH ST., PHOENIX, AZ 85034

NIGP CODE: 390 28, 84

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: YES X NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO -- %

REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

SPECIAL SHIPPING/HANDLING:

-- TO -- DAYS: ADD -- %, OR --

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

UNIT PRICE

1.0 FRUIT

- | | |
|-------------|-----------------|
| 1.1 Apples | \$_____ /carton |
| 1.2 Bananas | \$_____ /carton |
| 1.3 Oranges | \$_____ /carton |
| 1.4 Pears | \$_____ /carton |

ITEM DESCRIPTION

UNIT PRICE

2.0 VEGETABLES

- | | |
|---------------------|-----------------|
| 2.1 White Cabbage | \$_____ /carton |
| 2.2 Red Cabbage | \$_____ /carton |
| 2.3 Carrots, topped | \$_____ /bag |
| 2.4 Celery | \$_____ /carton |
| 2.5 Lettuce | \$_____ /carton |
| 2.6 Onions | \$_____ /bag |
| 2.7 Tomatoes | \$_____ /layer |
| 2.8 Bell Peppers | \$_____ /carton |
| 2.9 Pinto Beans | \$_____ /bag |

2.10 Cucumbers

\$_____/carton

PEDDLERS SON PRODUCE, 214 S. 14TH ST., PHOENIX, AZ 85034

Terms: 1% 10 Days, or Net 21 Days

Vendor Number: 860784059 A

Federal Tax ID Number: 86-0784059

Telephone Number: (602) 253-3577

Fax Number: (602) 253-3507

Contact Person: Joe Palmisano, E-mail: peddler@goodnet.com

Contract Period: To cover the period ending October 31, ~~2000~~ 2004.

US FOODSERVICE 4650 W BUCKEYE RD, PHOENIX, AZ 85043

NIGP CODE: 390 28, 84

P.O. ADDRESS: 4650 W BUCKEYE RD PHOENIX, AZ 85001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO

1 % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

SPECIAL SHIPPING/HANDLING:

-- TO -- DAYS: ADD -- %, OR --

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

UNIT PRICE

1.0 FRUIT

1.1 Apples \$ _____/carton

1.2 Bananas \$ _____/carton

1.3 Oranges \$ _____/carton

1.4 Pears \$ _____/carton

2.0 VEGETABLES

2.1 White Cabbage \$ _____/carton

2.2 Red Cabbage \$ _____/carton

2.3 Carrots, topped \$ _____/bag

2.4 Celery \$ _____/carton

2.5 Lettuce \$ _____/carton

2.6 Onions \$ _____/bag

US FOODSERVICE 4650 W BUCKEYE RD, PHOENIX, AZ 85043

2.7 Tomatoes	\$_____ /layer
2.8 Bell Peppers	\$_____ /carton
2.9 Pinto Beans	\$_____ /bag
2.10 Cucumbers	\$_____ /carton

Terms:	Net 30
Vendor Number:	363642294 A
Federal Tax ID Number:	36-3642294
Telephone Number:	(602) 269-7241
Fax Number:	(602) 352-3444
Contact Person:	Monica Beck
Contract Period:	To cover the period ending October 31, 2004.

SHAMROCK FOODS COMPANY, 2540 N 29TH AVE, PHOENIX, AZ 85009

NIGP CODE: 390 28, 84

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %

REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

SPECIAL SHIPPING/HANDLING:

☐ TO ☐ DAYS: ADD ☐ %, OR ☐

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

ITEM DESCRIPTION

UNIT PRICE

1.0 FRUIT

1.1 Apples \$_____/carton

1.2 Bananas \$_____/carton

1.3 Oranges \$_____/carton

1.4 Pears \$_____/carton

ITEM DESCRIPTION

UNIT PRICE

2.0 VEGETABLES

2.1 White Cabbage \$_____/carton

2.2 Red Cabbage \$_____/carton

2.3 Carrots, topped \$_____/bag

2.4 Celery \$_____/carton

2.5 Lettuce \$_____/carton

2.6 Onions \$_____/bag

2.7 Tomatoes \$_____/layer

2.8 Bell Peppers \$_____/carton

2.9 Pinto Beans \$_____/bag

2.10 Cucumbers \$_____/carton

PRICES PER MONTHLY QUOTE

SHAMROCK FOODS COMPANY, 2540 N 29TH AVE, PHOENIX, AZ 85009

Terms:	Net 10
Vendor Number:	860209968
Federal Tax ID Number:	86-0209968
Telephone Number:	(602) 233-6401
Fax Number:	(602) 233-6469
E-mail Address:	TOMMOORE@SHAMROCKFOODS.COM
Contact Person:	Tom Moore
Contract Period:	To cover the period ending October 31, 2004.

RAINBOW PRODUCE COMPANY, 2105 E MAGNOLIA, PHOENIX, AZ 85034

NIGP CODE: 390 28, 84

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO 2 %

REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES X NO % DISCOUNT

OTHER GOVT. AGENCIES MAY USE THIS CONTRACT: X YES NO

SPECIAL SHIPPING/HANDLING:

 -- TO -- DAYS: ADD -- %, OR --

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

ITEM DESCRIPTION

UNIT PRICE

1.0 FRUIT

1.1 Apples	\$_____ /carton
1.2 Bananas	\$_____ /carton
1.3 Oranges	\$_____ /carton
1.4 Pears	\$_____ /carton

ITEM DESCRIPTION

UNIT PRICE

2.0 VEGETABLES

2.1 White Cabbage	\$_____ /carton
2.2 Red Cabbage	\$_____ /carton
2.3 Carrots, topped	\$_____ /bag
2.4 Celery	\$_____ /carton
2.5 Lettuce	\$_____ /carton
2.6 Onions	\$_____ /bag
2.7 Tomatoes	\$_____ /layer
2.8 Bell Peppers	\$_____ /carton
2.9 Pinto Beans	\$_____ /bag
2.10 Cucumbers	\$_____ /carton

PRICES PER MONTHLY QUOTE

RAINBOW PRODUCE COMPANY, 2105 E MAGNOLIA, PHOENIX, AZ 85034

Terms:	2% 10 Days or Net 30
Vendor Number:	860661396
Federal Tax ID Number:	86-0661396
Telephone Number:	(602)275-4404
Fax Number:	(602)275-4219
E-mail Address:	LORETTA@RAINBOWPRODUCE.COM
Contact Person:	Loretta Wahla
Contract Period:	To cover the period ending October 31, 2004.